

Standard Form of Agreement for Weed Control between Yellowstone County and Contractor on the Basis of a Stipulated Price

This agreement is dated as of the 24 day of March, 2020, by and between Yellowstone County, Montana (the County), and Wright & Co, Roberts, Montana (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

Scope of Work: Provide weed control in the spring and possibly the fall of 2020 on the following streets:

- Labrador Drive from River Road to the cul-de-sac
- Beretta Drive from River Road in its entirety
- Retreat Drive from Labrador Drive in its entirety

Ms. Hakert can be reached at 811 Beretta Dr, 307-763-0099.

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

2. Contract Times

This contract will be in effect from March 24, 2020 until November 30, 2020. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The County shall pay the Contractor \$1,925 per application of product along the paved roads.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given the County written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between the County and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated March 24, 2020.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

6. Miscellaneous

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.

- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County /Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The

defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers' compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the prevailing party shall be entitled to reimbursement of Court costs and reasonable attorney fees by the non-prevailing party.

- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

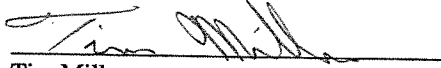
8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

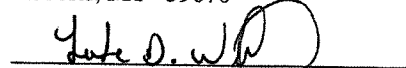
This Agreement will be effective March 24, 2020.

OWNER:
Yellowstone County
Billings, Montana 59101



Tim Miller
Public Works Director

CONTRACTOR:
Wright & Co
Roberts, MT 59070



Luke Wright
Wright & Co

Weed Control
Scope of Work – Specification Sheet
March 24, 2020

The scope of work includes the following:

- River Ranch Retreat is located south of Laurel, Montana. An aerial map showing its location and the areas for weed control is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.
- The areas for weed control are: all constructed roads in the Subdivision, including cul-de-sacs.
- Weed control will be expected in the spring of 2020 and possibly in the fall depending on the results of the spring application.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.

- After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee

Member: Linda Hakert

Address: 811 Beretta Dr, Laurel, MT 59044

Phone: 307-763-0099

Email: _____



WRIGH-1

OP ID: RG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GLB Insurance Group of Nevada, an Alera Group Agency, LLC 4455 S. Pecos Road Las Vegas, NV 89121 Ryan Gagnon	702-735-9333	CONTACT NAME: Tracy Jenkins PHONE (A/C, No, Ext): 702-735-9333 FAX (A/C, No): 702-735-6129 E-MAIL ADDRESS: Tracy@glbins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Co.		18058
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Wright Company MT Inc PO Box 9 Roberts, MT 59070	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		PHPK2092635	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2092635	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB710144	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			PHPK2092635	02/01/2020	02/01/2021	Prof 1,000,000
A	Pollution			PHPK2092635	02/01/2020	02/01/2021	Poll 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Yellowstone County/Public Works is named as an additional insured for ongoing and completed operations for General Liability per the AI form that is attached.

CERTIFICATE HOLDER

YELLOW

Yellowstone County/Public
Works
316 N 26th St #3201
Billings, MT 59101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Additional Insured as required by written contract prior to the loss	Various locations required by contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



WORKERS' COMPENSATION POLICY INFORMATION PAGE

1. INSURED:

WRIGHT COMPANY MT INC
 PO BOX 9
 ROBERTS MT 59070

Policy #: 03-349084-8
 Team: Select
 Date: 03/19/2019
 Entity Type: Corporation
 Reporting Basis: Annually
 Tax ID #: XXXXX1669
 NCCI Risk ID #: 914200911

Physical Address:

141 N 1ST
 ROBERTS MT 59070

Agent: HEATHER COPE
 Agency: HUB INTERNATIONAL MOUNTAIN STATES LTD
 PO BOX 710
 RED LODGE MT 59068
 Phone: (406) 446-2300

2. **POLICY PERIOD:** From 05/09/2019 12:01 A.M. to 05/09/2020 12:01 A.M. at the insured's mailing address.

3. COVERAGE:

A. WORKERS' COMPENSATION INSURANCE: Part One of the policy applies to the Workers' Compensation Law of the state's listed here: Montana

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to the work in each state listed in Item 3.A. The limits of liability under Part Two are:

\$1,000,000.00 Bodily Injury By Accident, Each Accident
 \$1,000,000.00 Bodily Injury By Disease, Each Employee
 \$1,000,000.00 Bodily Injury By Disease, Policy Limit

Minimum Employers Liability: \$120.00

C. OWNERS/OFFICERS:

Name	Title	% Ownership
WRIGHT, LUKE	President	100.00%

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

90-Day Reporting Requirement-Notification of Change in Ownership Endorsement WC 00 04 14 A (Ed. 1-19)
 Catastrophe Premium Endorsement WC 00 04 21 D (ED. 1-15)
 MSF Policyholder Asset Endorsement SB360 (Rev 05/2018)
 Montana Intentional Injury Exclusion Endorsement WC 25 03 05 (Ed. 7-02)